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6 Attorneys for Flywheel APP (ABC), LLC,
Assignee and Attorney-In-Fact for
7 Defendant Flywheel Software, Inc.

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10 CREATIVE MOBILE TECHNOLOGIES, LLC,

11 Plaintiff,

12 v.

13 FLYWHEEL SOFTWARE, INC.,

14 Defendant.
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Case No. 3:16-cv-02560-SI

**STIPULATION AND ~~PROPOSED~~
ORDER FOR ENTRY OF JUDGMENT**

Courtroom: 1, 17th Floor
Honorable Susan Illston

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Whereas Flywheel Software has transferred ownership of all its rights, title, and interest in and to all of its tangible and intangible assets to Flywheel App (ABC), LLC (“Assignee”), pursuant to a General Assignment for the Benefit of Creditors;

Whereas Flywheel Software has authorized Assignee to defend all actions instituted against Flywheel Software, to appear on its behalf, and to act as its attorney-in-fact in all legal proceedings in which Flywheel is a party; and

NOW THEREFORE, CMT and Flywheel Software, by and through Assignee, stipulate as follows:

- 1-

1 5. CMT has alleged that Flywheel both interfered with the Fleet Contracts and
2 breached the CMT-Flywheel Contract. Flywheel Software, by and through Assignee, does not
3 contest these allegations.

4 6. Flywheel Software, by and through Assignee, stipulates and consents to the entry
5 of a judgment against it in the amount of \$190,000.

6 7. Flywheel Software, by and through Assignee, stipulates and consents to the entry
7 of a permanent injunction against it whereby Flywheel Software and any current or future parent
8 corporation, subsidiary, affiliate, officer, director, employee, and other person acting under its
9 control or in concert therewith are permanently restrained and enjoined from processing, directly
10 or otherwise, electronic passenger payments in vehicles equipped with CMT payments systems.

11 8. All of CMT's claims and all of Flywheel Software's defenses will be dismissed
12 with prejudice.

13 9. CMT and Flywheel Software, by and through Assignee, waive all rights to appeal
14 or otherwise challenge or contest the validity of this order and the judgment rendered in
15 accordance herewith.

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17 **IT IS STIPULATED AND AGREED BY CMT AND FLYWHEEL SOFTWARE, BY AND**
18 **THROUGH ASSIGNEE**

19
20 Dated: September 18, 2017

SINGER/BEA LLP

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22
23 By: /s/ Benjamin L. Singer

Benjamin L. Singer

Katie K. Erno

Walter C. Pfeffer

24
25 ATTORNEYS FOR CREATIVE MOBILE
26 TECHNOLOGIES, LLC
27
28

1 Dated: September 18, 2017

2 BLAXTER | BLACKMAN LLP

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4 By: /s/ Steven H. Winick

5 Steven H. Winick

6 Brian R. Blackman

7 ATTORNEYS FOR

8 FLYWHEEL APP (ABC), LLC, IN ITS
9 CAPACITY AS ASSIGNEE AND ATTORNEY-
10 IN-FACT FOR FLYWHEEL SOFTWARE, INC.
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HEREBY ORDERS AS FOLLOWS:

- IT IS SO ORDERED.**

Susan Blanton

THE HONORABLE SUSAN ILLSTON
UNITED STATES DISTRICT JUDGE

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13 Attorneys for Defendant
14 Flywheel Software, Inc.

15
16 UNITED STATES DISTRICT COURT
17 NORTHERN DISTRICT OF CALIFORNIA
18 SAN FRANCISCO DIVISION
19

20 CREATIVE MOBILE TECHNOLOGIES, LLC,

21 Plaintiff,

22 v.

23 FLYWHEEL SOFTWARE, INC.,

24 Defendant.

CASE NO. 16-cv-02560-SI

JUDGMENT


Courtroom: 1, 17th Floor
Hon. Susan Illston

JUDGMENT

JUDGMENT IS HEREBY ENTRED as follows:

1. This Court has jurisdiction over the subject matter and parties in this action.
2. Plaintiff Creative Mobile Technologies, LLC (“CMT”) is awarded damages in the amount of \$190,000 against defendant Flywheel Software, Inc. (“Flywheel”).
3. As of May 5, 2017, Flywheel and any current or future parent corporation, subsidiary, affiliate, subsidiary, affiliate, officer, director, employee, and other person acting under its control or in concert therewith are permanently restrained and enjoined from processing, directly or otherwise, electronic passenger payments in vehicles equipped with CMT payment systems.
4. This Court retains jurisdiction to enforce the terms of this Judgment.

Dated: October 5, 2017

By: 
Hon. Susan Illston
United States District Judge

ATTESTATION

I, Benjamin L. Singer, attest that concurrence in this Stipulation for Order for Entry of Consent Judgment has been obtained from any signatories indicated by a “conformed” signature (/s/) within this e-filed document in compliance with Civil Local Rule 5-1(i)(3). I declare under penalty of perjury that the foregoing is true and correct.

Dated: September 18, 2017

SINGER / BEA LLP

By: /s/ Benjamin L. Singer

Benjamin L. Singer

Katie K. Erno

Walter C. Pfeffer

Attorneys for Creative Mobile Technologies, LLC